

SOUTH DAKOTA UNCLAIMED PROPERTY DIVISION

Informal Voluntary Disclosure Agreement (VDA)

This Agreement is made and entered into this ____ day of _____, ____ by and between the **State of South Dakota Treasurer's Office**, (the "Treasurer") and the _____ (the "Holder").

Holder Contact Information:

Holder Name: _____

Contact Name: _____

Address: _____

Address: _____

Federal ID: _____

Phone: _____

Incorp. Date: _____ Incorp. State: _____

Email: _____

If a 3rd party will be used in preparation of the report, please provide the name and contact information of the firm.

Name of Firm: _____

Name of Contact: _____ Phone: _____

Agreement:

Upon signing this agreement, both the Treasurer and the Holder certify that the following statements are true and accurate:

1. The Holder is voluntarily notifying the Treasurer of its potential liability under the South Dakota Unclaimed Property Act (SDCL 43-41B) in an effort to correct any previous underreporting; and
2. The Holder is not currently under examination nor, to its knowledge, has it been notified by the Treasurer, or by anyone acting on behalf of the Treasurer, of the Treasurer's intention to conduct an unclaimed property examination of the Holder;
3. Because of the Holder's voluntary disclosure, the Treasurer stands to obtain property that, otherwise, might have gone unreported.

The Treasurer and the Holder hereby agree as follows:

1. The holder shall complete an audit of its books and records and file a report of findings for the period required for the presumptive abandonment. The Holder shall also file a report for the current reporting period in a timely manner.
2. The Holder shall be required to submit their remittance on form UCP-1 (Verification Summary) and include owner details in an electronic format approved by the South Dakota State Treasurer's Unclaimed Property

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Division. (Forms and format are available at www.sdtreasurer.gov) The Holder report and subsequent monetary findings will be due in the Treasurer's office no later than six (6) months from the date the Agreement is signed by the Treasurer's Office.

3. The Holder and the Treasurer agree that the Treasurer maintains the right to perform an examination of the Holders books and records to determine the Holder's unclaimed property obligations.
4. All fees, penalties and interest, otherwise attributable to Holder's unclaimed property obligation for the Examination Period shall be waived by the Treasurer if the Holder achieves compliance with the South Dakota Uniform Unclaimed Property Act.
5. By executing this Agreement the undersigned Holder hereby represents and warrants that they will maintain records enabling them to annually report the names and addresses of individuals for whom they are required to report unclaimed property. Failure to maintain said records following the execution of this document renders the Agreement null and void.
6. If any of the representations made by the Holder in this Agreement are false or misleading, this Agreement becomes null and void and the Treasurer may assess any fees or penalties allowed by the Act and commence any other action permitted by law. The Treasurer may, at any time during the course of this Agreement, terminate the Agreement by providing written notice to the Holder.
7. This Agreement shall be effective upon execution by the parties hereto and thereafter shall be binding upon the Treasurer and the Holder, its successors and assigns.
8. Any modifications or changes made to the Agreement by the Holder will not be accepted by the Treasurer.
9. The persons signing this Agreement certify that they have the power to enter into and execute this Agreement.

Holder

By: _____

Print Name: _____

Title: _____

Phone: _____

The South Dakota State Treasurer's Office Unclaimed Property Division

By: _____

Print Name: Lee DeJabet

Title: Unclaimed Property Administrator

Date: _____